

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT NO.108 OF 2012
WITH
COMMERCIAL NOTICE OF MOTION NO.321 OF 2016
IN
COMMERCIAL IP SUIT NO.108 OF 2012**

V.T. Group Pvt. Ltd. & Ors.Plaintiffs

Vs.

F.L. Smidth and Co. and Anr.Defendants

Mr. Abhijeet A. Desai a/w. Ms. Vrushali Maindad for plaintiffs.

Mr. Shamanth Karkera, Admin Manager/Authorized Signatory of plaintiffs present.

Ms. Nirali Sanghavi I/b. Anand and Anand and Khimani for defendants.

Mr. Thomas Kunjummen, Authorized Signatory of defendants present.

CORAM : K.R.SHRIRAM, J.

DATE : 15th JULY 2019

P.C.:

1 At the outset, Mr. Desai states that the constitution of plaintiff no.2 has changed to Private Limited Company and therefore, the name of plaintiff no.2 from M/s. Sanghavi Engineering has to be corrected to M/s. Sanghavi Engineering Private Limited. Ms. Sanghavi has no objection.

2 Therefore, leave to amend the plaint granted. Amendment to be carried out forthwith.

3 Parties have entered into consent terms dated 15th July 2019. The consent terms signed by the authorised representative of three plaintiffs, authorised representative of two defendants and their respective

advocates is taken on record and marked "X" for identification. The counsel state that the signatories to the consent terms are present in Court and identify them.

4 For ease of reference, the consent terms without enclosures is scanned and reproduced hereinbelow :



IN THE COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMIP SUIT NO. 108 OF 2012

1. V.T. Group Private Limited 901, Windfall, Sahar Plaza, Sir M.V.Road, J.B.Nagar, Andheri (East), Mumbai-400055, Maharashtra 2. M/s. Sanghvi Engineering, 121, Cresco Industrial Estate, Balanga Expansion, Gandhi Nagar, Hyderabad-500033 3. M/s. Sanghvi Industries Private Limited Nutan Chemical Compound, Wadhwa Road, Goregaon (East), Mumbai-400063	... Plaintiffs
VERSUS	
1. FLSmidth & Co. A/S, Vignstvej Alle 77, 2500 Valby, Denmark 2. FLSmidth Private Limited FLSmidth House, 3rd, Egateer, Kebonbakkam, Rajiv Gandhi Salai, Chennai-600 103	... Defendants

CONSENT TERMS

1. The Plaintiffs and the Defendants (collectively referred to as "the Parties") to the present suit have agreed and confirmed that they have amicably settled their disputes through the consent terms hereunder. It is clarified that Plaintiff No. 2 has been converted into a company under the Companies Act, 2013 and now operates under the name and style of Sanghvi Engineering Private Limited, having its registered office at Goregaon (East), Nutan Chemical Compound.




2

Wadhwa Road, Gangavathi (East), Mumbai - 400057 and also carrying out its operations at the address mentioned in the cause title. In view of the same, the present consent terms are being executed by the aforesaid entire, Sanghavi Engineering Private Limited. Copies of the Memorandum of Association and the Incorporation Certificate of Sanghavi Engineering Private Limited are annexed hereto and marked as Annexure I.

2. The Parties are presently engaged in lawsuits and actions against each other before this Hon'ble Court (being Com. IP S.I. No. 108 of 2012), Intellectual Property Appellate Board, Chennai and the District Court of Rangareddy, Hyderabad regarding a Patent no. 208095 granted for Patent Application number 2961/MAS/1997 titled "Method and Device for introducing Fuel to a Kiln" on 29th July 2007 by the Indian Patent Office in the name of Defendants and manufacture and distribute/supply/selling of kiln burners by the Plaintiffs.
3. The Parties have agreed that it would be mutually beneficial to resolve all the litigation proceedings against each other and to honour each other's Intellectual Property Rights.
4. The Plaintiffs on behalf of themselves and their subsidiaries and affiliates, agree with the Defendants and undertake to this Hon'ble Court that they hereby withdraw all legal actions against the Defendants, their subsidiaries and affiliates. The Plaintiffs agree to discharge the Defendants, their subsidiaries and affiliates from any and all claims asserted not only in the present Suit but also in any and all the ongoing legal matters. Further, the Plaintiffs agree to discharge the Defendants, their subsidiaries and affiliates from any and all damages or remedies/relief sought for in the present suit and in all the other ongoing legal matters.
5. Similarly, the Defendants on behalf of themselves and their subsidiaries and affiliates, agree with the Plaintiffs and undertake to this Hon'ble Court that they herewith withdraw any and all legal actions against the Plaintiffs, their subsidiaries and affiliates. The Defendants agree to discharge the Plaintiffs,




3

their subsidiaries and affiliates from any and all claims asserted not only in the present Suit but also in all the ongoing legal matters inter se parties as on date of execution of the present consent terms. Further, the Defendants agree to discharge the Plaintiffs, their subsidiaries and affiliates from any and all damages or remedies/relief sought for in the present Suit and all the other ongoing legal matters inter se parties as on date of execution of the present consent terms.

6. The Parties agree and undertake to this Hon'ble Court that they herewith relinquish their rights arising out of the same cause of action under the present suit pertaining to Patent no. 208095 granted by the Indian Patent Office, and that no further claims or legal proceedings in future can be raised out the same cause of action arising of the under the present suit. Similarly, the Plaintiffs agree to withdraw their Patent Application under No. 1267/MO, M/2012 upon execution of this consent terms.
7. Subject to the undertakings of the Plaintiffs under paragraph 6 and 8, the Plaintiffs and their subsidiaries and affiliates agree that they will not infringe or use the patented kiln burners of the Defendants which was the subject matter of the patent protected by Patent no. 208095 granted by the Indian Patent Office.
8. The Parties agree that the instant Consent Terms shall be binding on the Parties including all the directors, partners, officers, employees, agents, representatives, assigns of the respective Parties and all the persons claiming through the respective Parties.
9. The Parties agree that the instant consent terms are applicable only in relation to the subject matter of the present suit that is only for rotary kiln burners and no other products or process thereof.
10. Mr. Shanmuth Kariera has been authorised by the Plaintiff No. 1 and Plaintiff No. 3 to sign and execute the present Consent Terms on his behalf. Copies of the respective Board Resolutions dated 20th June 2019 authorising Mr.




4

Shamant Karkare to execute the present Consent Terms are annexed hereto and marked as Annexure 2 and 3.

11. Mr. Shamant Karkare has been authorised by Sanghavi Engineering and M/s. Sanghavi Industries Private Limited to sign and execute the present Consent Terms on its behalf. A copy of the Board Resolution dated 20th June 2019 of Sanghavi Engineering Private Limited authorising Mr. Shamant Karkare to execute the present Consent Terms is annexed hereto and marked as Annexure 4.

12. Mr. Thomas Kunjammen has been authorised by Defendant No. 1 and Defendant No. 2 to sign and execute the present Consent Terms on their behalf. Copy of the Power of Attorney dated 5th July, 2019 executed on behalf of Defendant No. 1 is annexed hereto and marked as Annexure 5. Copy of the Power of Attorney dated 11th August, 2016 executed on behalf of Defendant No. 2 is annexed hereto and marked as Annexure 6.

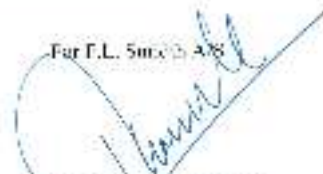
13. In view of the aforesaid, the abovementioned Suit may be disposed of as settled on the above terms.

Dated this 15th day of July 2019

For V.T. Group Pvt. Limited


Shamant Karkare
(Authorised Representative)

For T.L. Smidh Pvt. Ltd.


Mr. Thomas Kunjammen
(Authorised Representative)

For Sanghavi Engineering Pvt. Ltd.


Shamant Karkare
(Authorised Representative)

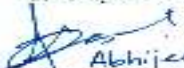
For T.L. Smidh Private Limited


Mr. Thomas Kunjammen
(Authorised Representative)

5

For Saughey's Industries Private Limited

 Shomant Karsora
 (Authorised Representative)

For Shakti's Partners

 Abhijeet A. Desai
 Advocate for the Plaintiff

For Anand K. Anand & Khuram

 Advocates for the Defendants

5 Order in terms of the consent terms. All statements accepted as undertaking to this Court. All undertakings are also accepted.

6 Suit accordingly stands disposed. Refund of court fees, if any, in accordance with rules.

7 All interim applications stand disposed. All interim orders also stand vacated.

(K.R. SHRIRAM, J.)